

INTERNET  
FORM NLRB-501  
(2-08)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**

Case

10-CA-232305

Date Filed

12/07/2018

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Morgan & Morgan Atlanta, PLLC		b. Tel. No. (404) 965-8811
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) PO Box 57007 GA Atlanta 30343-_____	e. Employer Representative (b) (6), (b) (7)(C)	g. e-Mail
		h. Number of workers employed 125
i. Type of Establishment (factory, mine, wholesaler, etc.) Legal	j. Identify principal product or service Law Firm	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

--See additional page--

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

(b) (6), (b) (7)(C)

Title:

**4a. Address (Street and number, city, state, and ZIP code)**

(b) (6), (b) (7)(C)

**4b. Tel. No.**

(b) (6), (b) (7)(C)

**4c. Cell No.****4d. Fax No.****4e. e-Mail**

(b) (6), (b) (7)(C)

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)****6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

(b) (6), (b) (7)(C)

Title:

(b) (6), (b) (7)(C)

(signature of representative or person making charge)

(Print/type name and title or office, if any)

**Tel. No.**

(b) (6), (b) (7)(C)

**Office, if any, Cell No.****Fax No.****e-Mail**

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

12/7/2018 14:02:05

(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## Basis of the Charge

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) -2018

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) -2018

**From:** (b) (6), (b) (7)(C)  
**To:** [Meyers, Kerstin](#)  
**Subject:** Re: Morgan & Morgan 10-CA-232305  
**Date:** Wednesday, December 19, 2018 2:12:27 PM

---

Thanks for the update.

I hope you and your family have a safe and Merry Christmas!

Thank you,  
(b) (6), (b) (7)(C)

On Wed, Dec 19, 2018 at 2:09 PM Meyers, Kerstin <[Kerstin.Meyers@nlrb.gov](mailto:Kerstin.Meyers@nlrb.gov)> wrote:

No, (b) (6) said they would be using counsel which means I can't speak with (b) (6), (b) (7)(C) directly. I will let you know when I have more information, but it will likely be a few weeks.

**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]  
**Sent:** Wednesday, December 19, 2018 1:39 PM  
**To:** Meyers, Kerstin <[Kerstin.Meyers@nlrb.gov](mailto:Kerstin.Meyers@nlrb.gov)>  
**Subject:** Morgan & Morgan 10-CA-232305

Good Afternoon Ms. Meyers,

I was just wondering if you have heard from (b) (6), (b) (7)(C) from Morgan & Morgan yet?

Thank you for your assistance,

(b) (6), (b) (7)(C)

**From:** [Meyers, Kerstin](#)  
**To:** [dwright@fordharrison.com](mailto:dwright@fordharrison.com)  
**Subject:** Morgan & Morgan Atlanta, PLLC 10-CA-232305  
**Date:** Thursday, January 3, 2019 1:31:00 PM

---

Dear Ms. Wright,

Thank you for your notice of appearance. I am also in receipt of your request for a three week extension to file a position statement. As you are aware, I sent your client a request for evidence dated December 14, 2018 establishing the due date for submission of evidence as December 28, 2018. In light of the holidays, I extended extra time to your client to respond, as I would normally only give 7-10 days to respond. You telephoned last week and we discussed your client's theory of defense, and I encouraged you to submit the arguments, with case law, as part of your client's position statement. I did not timely receive either a request for extension or the position statement.

The position statement is already six days late, so I cannot grant you an addition three weeks to submit your evidence. I will, however, grant you until January 9, 2018, nearly two weeks beyond the initial deadline.

When we spoke, you indicated that your client was interested in discussing settlement. I explained that the Charging Party is still unemployed, and that settlement would require backpay for that period. In addition, you suggested that Charged Party was not interested in reinstating (b) (6), (b) (7)(C), and I stated that such a proposed waiver of (b) (6) stator right to reinstatement might require the Employer to offer front pay. I suggested that the Employer make an offer, and/or contact (b) (6), (b) (7)(C) directly. To my knowledge, you have not done so. I am happy to speak to you at your convenience to further discuss this matter. Please feel free to contact me at any time.

Best Regards,

*Kerstin Meyers*

Kerstin Meyers  
Field Attorney  
Region 10  
National Labor Relations Board  
233 Peachtree Street, NE  
1000 Harris Tower  
Atlanta, GA 30030  
(470) 343-7490  
Fax: (404) 331-2858

**The NLRB has converted to an electronic file system.**

**Please file documents electronically through our online E-File system:**

**E-File Case Documents:** <https://apps.nlr.gov/eservice/efileterm.aspx>

**E-File New Charge or Petition:** <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

**From:** (b) (6), (b) (7)(C)  
**To:** [Meyers, Kerstin](#)  
**Subject:** Re: Morgan & Morgan 10-CA-232305  
**Date:** Thursday, January 3, 2019 2:39:05 PM

---

Good Afternoon Ms. Meyers,

When I left you a voicemail earlier about settlement, I forgot to say the total figure. When I asked for 3 months back-pay and 3 months front-pay that was my highest figure. I'd be willing to accept (b) (6), (b) (7)(C), which totals \$ (b) (6), (b) (7)(C).

Thank you for your assistance,  
(b) (6), (b) (7)(C)

On Thu, Jan 3, 2019 at 11:51 AM Meyers, Kerstin <[Kerstin.Meyers@nlrb.gov](mailto:Kerstin.Meyers@nlrb.gov)> wrote:

(b) (6), (b) (7)(C),

I received a call from an attorney who states she will be representing Morgan and Morgan. She has articulated a defense theory, but states they will consider settlement. Have you had a chance to think about a make-whole remedy? Please give me a call to discuss settlement.

Regards,

*Kerstin Meyers*

Kerstin Meyers

Field Attorney

Region 10

National Labor Relations Board

233 Peachtree Street, NE

1000 Harris Tower

Atlanta, GA 30030

(470) 343-7490

Fax: (404) 331-2858

**The NLRB has converted to an electronic file system.**

**Please file documents electronically through our online E-File system:**

**E-File Case Documents:** <https://apps.nlr.gov/eservice/efileterm.aspx>

**E-File New Charge or Petition:** <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]  
**Sent:** Wednesday, December 19, 2018 1:39 PM  
**To:** Meyers, Kerstin <[Kerstin.Meyers@nlrb.gov](mailto:Kerstin.Meyers@nlrb.gov)>  
**Subject:** Morgan & Morgan 10-CA-232305

Good Afternoon Ms. Meyers,

I was just wondering if you have heard from (b) (6), (b) (7)(C) from Morgan & Morgan yet?

Thank you for your assistance,

(b) (6), (b) (7)(C)

[REDACTED]

Writer's Direct Dial:  
DENISE W. WRIGHT  
239-314-2288  
dwright@fordharrison.com

January 3, 2109

National Labor Relations Board  
Region 10  
Attn: Kerstin Meyers  
233 Peachtree St NE  
Harris Tower Ste 1000  
Atlanta, GA 30303

**VIA NLRB E-File**

Re: Morgan & Morgan Atlanta, PLLC  
Case No. 10-CA-232305

Dear Ms. Meyers:

As you know, this firm has been retained to represent Morgan & Morgan Atlanta, PLLC. ("MM") in the above-referenced matter. I am in receipt of your correspondence dated December 14, 2018 which indicates that a position statement was due by December 28, 2018. We would like to request a three-week extension in order to have a conference call with you and meet with our client and investigate the claim. We will proceed as expeditiously as possible and anticipate being able to submit our Position Statement by January 16, 2019. If I do not hear back from you I will assume this is acceptable and will submit the Position Statement by January 16, 2019.

Please let me know when requesting any information from MM, as it is our intention to fully cooperate with this investigation.

Sincerely,

FORD & HARRISON LLP



DENISE W. WRIGHT

DWW 

**From:** [Meyers, Kerstin](#)  
**To:** ["Denise Wheeler Wright"](#)  
**Cc:** [Jennifer L. Stone](#)  
**Subject:** RE: Morgan & Morgan Atlanta, PLLC 10-CA-232305  
**Date:** Wednesday, January 9, 2019 12:43:00 PM

---

The Regional Director is presently unwilling to accept any offer of less than 100% backpay. At present, the Region has sufficient evidence to satisfy the Director that (b) (6), (b) (7)(C) has made an effort to find alternative employment and to mitigate backpay. At present, backpay with an offer of reinstatement is (b) (6), (b) (7)(C). The Director, to facilitate settlement, would consider an offer that contains front pay if the Employer desires to have (b) (6), (b) (7)(C) waive (b) right to reinstatement.

Please let me know if this is something the Employer would consider and I will be happy to draft a settlement proposal for your client's consideration. However, absent a signed settlement, the cut-off date for presentation of evidence is the close of business today. If I have not received your evidence I will either make a recommendation based on the evidence currently available, or recommend that subpoenas issue seeking specific evidence from your client.

Best Regards,

*Kerstin Meyers*

Kerstin Meyers  
Field Attorney  
Region 10  
National Labor Relations Board  
233 Peachtree Street, NE  
1000 Harris Tower  
Atlanta, GA 30030  
(470) 343-7490  
Fax: (404) 331-2858

**The NLRB has converted to an electronic file system.**

**Please file documents electronically through our online E-File system:**

**E-File Case Documents:** <https://apps.nlr.gov/eservice/efileterm.aspx>

**E-File New Charge or Petition:** <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

---

**From:** Denise Wheeler Wright [mailto:[dwright@fordharrison.com](mailto:dwright@fordharrison.com)]  
**Sent:** Wednesday, January 09, 2019 12:35 PM  
**To:** Meyers, Kerstin <[Kerstin.Meyers@nlrb.gov](mailto:Kerstin.Meyers@nlrb.gov)>  
**Cc:** Jennifer L. Stone <[JenniferStone@fordharrison.com](mailto:JenniferStone@fordharrison.com)>  
**Subject:** RE: Morgan & Morgan Atlanta, PLLC 10-CA-232305



Kerstin,

My client is willing to pay (b) (6), (b) (7)(C) to resolve this matter. That amount represents most of (b) (6) backpay. While the firm disputes (b) (6), (b) (7)(C) claim, they would prefer to focus on getting this issue resolved. However, (b) (6), (b) (7)(C) does have some responsibility to find alternative employment and to mitigate (b) (6) damages.

Please let me know if (b) (6) is interested in this resolution.

Denise



**Denise Wheeler Wright** - Attorney at Law  
*Board Certified Specialist, Labor & Employment Law*



1514 Broadway, Suite 203 | Fort Myers, FL 33901  
[dwright@fordharrison.com](mailto:dwright@fordharrison.com) | P: 239-314-2288

LTC4 Certified Legal Professional | [FHPromise](#)

---

**From:** Meyers, Kerstin [<mailto:Kerstin.Meyers@nlrb.gov>]  
**Sent:** Friday, January 4, 2019 10:56 AM  
**To:** Denise Wheeler Wright <[dwright@fordharrison.com](mailto:dwright@fordharrison.com)>  
**Subject:** RE: Morgan & Morgan Atlanta, PLLC 10-CA-232305

Ms. Wright,

Are you prepared to make an offer to (b) (6), (b) (7)(C)? (b) (6) has been out of work for going on seven months, so full backpay, with reinstatement, would be roughly \$ (b) (6), (b) (7)(C). If your client seeks to have (b) (6), (b) (7)(C) waive reinstatement, the Board will entertain offers that include front-pay. You mentioned in your letter accompanying your notice of appearance a desire to have a conference call regarding settlement, and as I stated in response, I am happy to discuss this matter further but would ask that the Employer make an offer if they are truly interested in discussing settlement rather than filing a response to the allegations.

Best Regards,

*Kerstin Meyers*

Kerstin Meyers  
Field Attorney  
Region 10  
National Labor Relations Board  
233 Peachtree Street, NE  
1000 Harris Tower

Atlanta, GA 30030

(470) 343-7490

Fax: (404) 331-2858

**The NLRB has converted to an electronic file system.**

**Please file documents electronically through our online E-File system:**

**E-File Case Documents:** <https://apps.nlr.gov/eservice/efileterm.aspx>

**E-File New Charge or Petition:** <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

---

**From:** Meyers, Kerstin

**Sent:** Thursday, January 03, 2019 1:32 PM

**To:** [dwright@fordharrison.com](mailto:dwright@fordharrison.com)

**Subject:** Morgan & Morgan Atlanta, PLLC 10-CA-232305

Dear Ms. Wright,

Thank you for your notice of appearance. I am also in receipt of your request for a three week extension to file a position statement. As you are aware, I sent your client a request for evidence dated December 14, 2018 establishing the due date for submission of evidence as December 28, 2018. In light of the holidays, I extended extra time to your client to respond, as I would normally only give 7-10 days to respond. You telephoned last week and we discussed your client's theory of defense, and I encouraged you to submit the arguments, with case law, as part of your client's position statement. I did not timely receive either a request for extension or the position statement.

The position statement is already six days late, so I cannot grant you an addition three weeks to submit your evidence. I will, however, grant you until January 9, 2018, nearly two weeks beyond the initial deadline.

When we spoke, you indicated that your client was interested in discussing settlement. I explained that the Charging Party is still unemployed, and that settlement would require backpay for that period. In addition, you suggested that Charged Party was not interested in reinstating (b) (6), (b) (7)(C), and I stated that such a proposed waiver of (b) (6), stator right to reinstatement might require the Employer to offer front pay. I suggested that the Employer make an offer, and/or contact (b) (6), (b) (7)(C) directly. To my knowledge, you have not done so. I am happy to speak to you at your convenience to further discuss this matter. Please feel free to contact me at any time.

Best Regards,

*Kerstin Meyers*

Kerstin Meyers

Field Attorney

Region 10  
National Labor Relations Board  
233 Peachtree Street, NE  
1000 Harris Tower  
Atlanta, GA 30030  
(470) 343-7490  
Fax: (404) 331-2858

**The NLRB has converted to an electronic file system.**

**Please file documents electronically through our online E-File system:**

**E-File Case Documents:** <https://apps.nlr.gov/eservice/efileterm.aspx>

**E-File New Charge or Petition:** [https://apps.nlr.gov/eservice/efileterm.aspx?  
app=chargeandpetition](https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition)

*ATTORNEY WORK PRODUCT - PRIVILEGED & CONFIDENTIAL*

The information contained in this message from Ford & Harrison LLP and any attachments are privileged and confidential and intended only for the named recipient(s). If you have received this message in error, you are prohibited from reviewing, copying, distributing or using the information. Please contact the sender immediately by return email and delete the original message and attachments. In the absence of an executed engagement letter or fee contract, no attorney client relationship is established by this communication.

**From:** [Meyers, Kerstin](#)  
**To:** [Denise Wheeler Wright](#)  
**Cc:** [Jennifer L. Stone](#)  
**Subject:** RE: Morgan & Morgan Atlanta, PLLC 10-CA-232305  
**Date:** Wednesday, January 9, 2019 1:16:00 PM

---

I believe that (b) (6), (b) (7)(C) would accept six months front pay to settle this claim as part of an informal Board settlement with a waiver of reinstatement rights, however, I have not communicated any offer to (b) (6) at this stage as the Employer's initial offer was below what the Regional Director would accept. Once your client extends an offer, I'll gladly reach out to (b) (6), (b) (7)(C).

Best Regards,

*Kerstin Meyers*

Kerstin Meyers  
Field Attorney  
Region 10  
National Labor Relations Board  
233 Peachtree Street, NE  
1000 Harris Tower  
Atlanta, GA 30030  
(470) 343-7490  
Fax: (404) 331-2858

**The NLRB has converted to an electronic file system.**

**Please file documents electronically through our online E-File system:**

**E-File Case Documents:** <https://apps.nlr.gov/eservice/efileterm.aspx>

**E-File New Charge or Petition:** <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

---

**From:** Denise Wheeler Wright [mailto:[dwright@fordharrison.com](mailto:dwright@fordharrison.com)]  
**Sent:** Wednesday, January 09, 2019 1:14 PM  
**To:** Meyers, Kerstin <[Kerstin.Meyers@nlrb.gov](mailto:Kerstin.Meyers@nlrb.gov)>  
**Cc:** Jennifer L. Stone <[JenniferStone@fordharrison.com](mailto:JenniferStone@fordharrison.com)>  
**Subject:** RE: Morgan & Morgan Atlanta, PLLC 10-CA-232305

How much front pay?

**Denise Wheeler Wright** - Attorney at Law  
*Board Certified Specialist, Labor & Employment Law*



1514 Broadway, Suite 203 | Fort Myers, FL 33901  
[dwright@fordharrison.com](mailto:dwright@fordharrison.com) | P: 239-314-2288

LTC4 Certified Legal Professional | [FHPromise](#)

---

**From:** Meyers, Kerstin [<mailto:Kerstin.Meyers@nlrb.gov>]  
**Sent:** Wednesday, January 9, 2019 12:48 PM  
**To:** Denise Wheeler Wright <[dwright@fordharrison.com](mailto:dwright@fordharrison.com)>  
**Cc:** Jennifer L. Stone <[JenniferStone@fordharrison.com](mailto:JenniferStone@fordharrison.com)>  
**Subject:** RE: Morgan & Morgan Atlanta, PLLC 10-CA-232305

No, backpay runs through today, but “front pay” indicates payment for future dates as an incentive to waive reinstatement.

---

**From:** Denise Wheeler Wright [<mailto:dwright@fordharrison.com>]  
**Sent:** Wednesday, January 09, 2019 12:46 PM  
**To:** Meyers, Kerstin <[Kerstin.Meyers@nlrb.gov](mailto:Kerstin.Meyers@nlrb.gov)>  
**Cc:** Jennifer L. Stone <[JenniferStone@fordharrison.com](mailto:JenniferStone@fordharrison.com)>  
**Subject:** RE: Morgan & Morgan Atlanta, PLLC 10-CA-232305

I will speak with my client regarding this potential settlement—however just to be clear would that be front pay through today?



**Denise Wheeler Wright** - Attorney at Law  
*Board Certified Specialist, Labor & Employment Law*



1514 Broadway, Suite 203 | Fort Myers, FL 33901  
[dwright@fordharrison.com](mailto:dwright@fordharrison.com) | P: 239-314-2288

LTC4 Certified Legal Professional | [FHPromise](#)

---

**From:** Meyers, Kerstin [<mailto:Kerstin.Meyers@nlrb.gov>]  
**Sent:** Wednesday, January 9, 2019 12:44 PM  
**To:** Denise Wheeler Wright <[dwright@fordharrison.com](mailto:dwright@fordharrison.com)>  
**Cc:** Jennifer L. Stone <[JenniferStone@fordharrison.com](mailto:JenniferStone@fordharrison.com)>  
**Subject:** RE: Morgan & Morgan Atlanta, PLLC 10-CA-232305

The Regional Director is presently unwilling to accept any offer of less than 100% backpay. At present, the Region has sufficient evidence to satisfy the Director that (b) (6), (b) (7)(C) has made an

effort to find alternative employment and to mitigate backpay. At present, backpay with an offer of reinstatement is (b) (6), (b) (7)(C). The Director, to facilitate settlement, would consider an offer that contains front pay if the Employer desires to have (b) (6), (b) (7)(C) waive (b) (6), right to reinstatement.

Please let me know if this is something the Employer would consider and I will be happy to draft a settlement proposal for your client's consideration. However, absent a signed settlement, the cut-off date for presentation of evidence is the close of business today. If I have not received your evidence I will either make a recommendation based on the evidence currently available, or recommend that subpoenas issue seeking specific evidence from your client.

Best Regards,

*Kerstin Meyers*

Kerstin Meyers

Field Attorney

Region 10

National Labor Relations Board

233 Peachtree Street, NE

1000 Harris Tower

Atlanta, GA 30030

(470) 343-7490

Fax: (404) 331-2858

**The NLRB has converted to an electronic file system.**

**Please file documents electronically through our online E-File system:**

**E-File Case Documents:** <https://apps.nlr.gov/eservice/efileterm.aspx>

**E-File New Charge or Petition:** <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

---

**From:** Denise Wheeler Wright [<mailto:dwright@fordharrison.com>]

**Sent:** Wednesday, January 09, 2019 12:35 PM

**To:** Meyers, Kerstin <[Kerstin.Meyers@nlrb.gov](mailto:Kerstin.Meyers@nlrb.gov)>

**Cc:** Jennifer L. Stone <[JenniferStone@fordharrison.com](mailto:JenniferStone@fordharrison.com)>

**Subject:** RE: Morgan & Morgan Atlanta, PLLC 10-CA-232305

Kerstin,

My client is willing to pay (b) (6), (b) (7)(C) to resolve this matter. That amount represents most of (b) (6), backpay. While the firm disputes (b) (6), (b) (7)(C) claim, they would prefer to focus on getting this issue resolved. However, (b) (6), (b) (7)(C) does have some responsibility to find alternative employment and to mitigate his damages.

Please let me know if he is interested in this resolution.

Denise



**Denise Wheeler Wright** - Attorney at Law  
*Board Certified Specialist, Labor & Employment Law*



1514 Broadway, Suite 203 | Fort Myers, FL 33901  
[dwright@fordharrison.com](mailto:dwright@fordharrison.com) | P: 239-314-2288



LTC4 Certified Legal Professional | [FHPromise](#)

---

**From:** Meyers, Kerstin [<mailto:Kerstin.Meyers@nrlb.gov>]  
**Sent:** Friday, January 4, 2019 10:56 AM  
**To:** Denise Wheeler Wright <[dwright@fordharrison.com](mailto:dwright@fordharrison.com)>  
**Subject:** RE: Morgan & Morgan Atlanta, PLLC 10-CA-232305

Ms. Wright,

Are you prepared to make an offer to (b) (6), (b) (7)(C)? (b) (6) has been out of work for going on seven months, so full backpay, with reinstatement, would be roughly (b) (6), (b) (7)(C). If your client seeks to have (b) (6), (b) (7)(C) waive reinstatement, the Board will entertain offers that include front-pay. You mentioned in your letter accompanying your notice of appearance a desire to have a conference call regarding settlement, and as I stated in response, I am happy to discuss this matter further but would ask that the Employer make an offer if they are truly interested in discussing settlement rather than filing a response to the allegations.

Best Regards,

*Kerstin Meyers*

Kerstin Meyers  
Field Attorney  
Region 10  
National Labor Relations Board  
233 Peachtree Street, NE  
1000 Harris Tower  
Atlanta, GA 30030  
(470) 343-7490  
Fax: (404) 331-2858

**The NLRB has converted to an electronic file system.**

**Please file documents electronically through our online E-File system:**

**E-File Case Documents:** <https://apps.nrlb.gov/eservice/efileterm.aspx>

**E-File New Charge or Petition:** <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

---

**From:** Meyers, Kerstin  
**Sent:** Thursday, January 03, 2019 1:32 PM  
**To:** [dwright@fordharrison.com](mailto:dwright@fordharrison.com)  
**Subject:** Morgan & Morgan Atlanta, PLLC 10-CA-232305

Dear Ms. Wright,

Thank you for your notice of appearance. I am also in receipt of your request for a three week extension to file a position statement. As you are aware, I sent your client a request for evidence dated December 14, 2018 establishing the due date for submission of evidence as December 28, 2018. In light of the holidays, I extended extra time to your client to respond, as I would normally only give 7-10 days to respond. You telephoned last week and we discussed your client's theory of defense, and I encouraged you to submit the arguments, with case law, as part of your client's position statement. I did not timely receive either a request for extension or the position statement.

The position statement is already six days late, so I cannot grant you an addition three weeks to submit your evidence. I will, however, grant you until January 9, 2018, nearly two weeks beyond the initial deadline.

When we spoke, you indicated that your client was interested in discussing settlement. I explained that the Charging Party is still unemployed, and that settlement would require backpay for that period. In addition, you suggested that Charged Party was not interested in reinstating (b) (6), (b) (7)(C), and I stated that such a proposed waiver of his stator right to reinstatement might require the Employer to offer front pay. I suggested that the Employer make an offer, and/or contact (b) (6), (b) (7)(C) directly. To my knowledge, you have not done so. I am happy to speak to you at your convenience to further discuss this matter. Please feel free to contact me at any time.

Best Regards,

*Kerstin Meyers*

Kerstin Meyers  
Field Attorney  
Region 10  
National Labor Relations Board  
233 Peachtree Street, NE  
1000 Harris Tower  
Atlanta, GA 30030  
(470) 343-7490



Fax: (404) 331-2858

**The NLRB has converted to an electronic file system.**

**Please file documents electronically through our online E-File system:**

**E-File Case Documents:** <https://apps.nlr.gov/eservice/efileterm.aspx>

**E-File New Charge or Petition:** <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

*ATTORNEY WORK PRODUCT - PRIVILEGED & CONFIDENTIAL*

The information contained in this message from Ford & Harrison LLP and any attachments are privileged and confidential and intended only for the named recipient(s). If you have received this message in error, you are prohibited from reviewing, copying, distributing or using the information. Please contact the sender immediately by return email and delete the original message and attachments. In the absence of an executed engagement letter or fee contract, no attorney client relationship is established by this communication.

**SETTLEMENT AGREEMENT, COVENANT NOT TO SUE, AND  
GENERAL RELEASE**

THIS SETTLEMENT AGREEMENT, COVENANT NOT TO SUE AND GENERAL RELEASE ("Agreement") is made and entered into by and between (b) (6), (b) (7)(C) ("Withers"), and MORGAN & MORGAN ATLANTA, PLLC (the "Company").

**W I T N E S S E T H**

WHEREAS, Withers asserted various allegations against the Company in a charge of an unfair labor practice with the NLRB Case No. 10-CA-232305.

WHEREAS, the Parties desire to settle fully and finally all of the pending claims which settlement constitutes the good faith settlement of those claims;

NOW, THEREFORE, in consideration of these premises and mutual promises, covenants and agreements stated herein, and other good and valuable consideration, (b) (6), (b) (7)(C) and the Company agree as follows:

1. **Stipulation:** (b) (6), (b) (7)(C) agrees to withdraw (b) (6), (b) (7)(C) charge with the NLRB within five (5) days of the execution of this Agreement.

2. **Consideration:**

(a) The Company will issue a check within fourteen (14) days of the execution of this Agreement to (b) (6), (b) (7)(C) in the total amount of Thirty Eight Thousand Nine Hundred Ninety Seven and 00/100 Dollars (\$38,997.00) less appropriate payroll tax withholding.

(b) The payment described in 2(a) above shall constitute settlement of all of (b) (6), (b) (7)(C) claims for damages against the Company, including attorneys' fees and costs, though the Company specifically denies having been the lawful cause of any claimed injury to (b) (6), (b) (7)(C)

(c) Withers acknowledges that (b) (6) will receive the amount outlined in 2(a) as sufficient and adequate consideration for entering into this Agreement.

3. **Non-Admission of Liability:** The Parties have entered into this Agreement in order to avoid the substantial costs, inconvenience, and uncertainties of litigation. The execution of this Agreement shall not constitute an admission by any of them of a violation of any federal, state or local statute, ordinance, rule, regulation or common law or that any claim of any Party had any merit whatsoever.

4. **Confidentiality:**

(a) If any Party receives any inquiry regarding the financial terms of this Agreement they shall only respond as follows: "The matter is resolved."

(b) Notwithstanding the above, any Party may disclose the terms of this

Agreement as follows: (1) to state and federal tax authorities to the extent required by law; (2) to respond to an order of an appropriate court; (3) to respond to a properly issued subpoena; or (4) in any action brought to enforce the terms of this Agreement. Further, Withers may also disclose the terms of this Agreement to members of his immediate family and his financial and legal advisors.

5. **Neutral Reference:** The Company will provide a neutral verification of (b) (6), (b) (7)(C) employment with the Company to any prospective employer and such reference will be limited to only (b) (6), (b) (7)(C) job title and dates of employment.

6. **No Re-Application for Employment:** (b) (6), (b) (7)(C) agrees to waive (b) (6) right to apply for, or otherwise attempt to obtain work or employment directly with the Releasees- as defined in Section (7) below- or indirectly through any entity providing employees or contractors to the Releasees. (b) (6), (b) (7)(C) further agrees that the Releasees will not at any time be under any obligation to employ (b) (6), (b) (7)(C) or contract with (b) (6), (b) (7)(C) for work. (b) (6), (b) (7)(C) further agrees that should (b) (6), (b) (7)(C) make any application in violation of this paragraph, the Releasees shall have no obligation to process that application or to hire (b) (6), (b) (7)(C) and that failure to process the application or hire (b) (6), (b) (7)(C) shall not constitute a violation of any local, state or federal law, order or regulation. Further, if (b) (6), (b) (7)(C) is hired, the Releasees may end (b) (6), (b) (7)(C) employment or contract work with no further liability of any kind to (b) (6), (b) (7)(C).

7. **Complete Release:**

(a) As a material inducement to the Company to enter into this Agreement, Withers hereby irrevocably and unconditionally releases, acquits and forever discharges the Company and the Company's owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, insurance companies and agents, parent companies, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such parent companies, divisions, subsidiaries and affiliates)- and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations or breaches of any contracts, express or implied, or any tort, or any legal restrictions on the Company's right to terminate employees, or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, (race, color, religion, sex, and national origin discrimination); (2) the Americans with Disabilities Act (disability discrimination); (3) 42 U.S.C. § 1981 (discrimination); (4) the Age Discrimination in Employment Act; (5) the Older Workers Benefit Protection Act; (6) the Equal Pay Act; (7) the Employee Retirement Income Security Act ("ERISA"); (8) Section 503 of the Rehabilitation Act of 1973; (9) the False Claims Act (including the qui tam provision thereof); (10) the Occupational Safety and Health Act; (11) the Consolidated Omnibus Budget Reconciliation Act of 1986; (12) the Worker Adjustment and Retraining Notification Act; (13) intentional or negligent infliction of emotional distress or "outrage"; (14) defamation; (15) interference with employment; (16) wrongful discharge; (17) invasion of privacy; and (18) any and all state law claims ("Claim" or "Claims"), which (b) (6), (b) (7)(C) now has, owns or holds, or claims to have, own or hold, or which (b) (6), (b) (7)(C) at any time heretofore had, owned or held, or claimed to have, owned or held, against each or any of the Releasees. In addition,



(b) (6), (b) (7)(C) waives the right to receive any benefit or remedial relief as a consequence of any civil rights charge or complaint filed by (b) (6), (b) (7)(C) or on (b) (6), (b) (7)(C) behalf with the Equal Employment Opportunity Commission or any other governmental agency/body.

(b) In consideration of the promises set forth herein, the Company hereby releases and discharges (b) (6), (b) (7)(C) agents, representatives, or assigns, from, and covenants not to sue (b) (6), (b) (7)(C) with respect to any and all federal, state or local charges, claims, demands, actions, liabilities, suits, or causes of action, at law or equity or otherwise and any and all rights to or claims for continued employment, attorneys' fees or damages (including, but not limited to, contract, compensatory, punitive or liquidated damages) or equitable relief, arising out of or related to any act or omission prior to the date of this Agreement, including claims related to (b) (6), (b) (7)(C) employment or the termination of (b) (6), (b) (7)(C) employment, that the Company now has, ever had or may hereafter have, whether known or unknown, suspected or unsuspected, up to and including the date of this Agreement.

8. **Notice of Disclosure:** If someone should subpoena or order the disclosure of this Agreement, the receiving Party shall notify all other Parties by mail or by calling within two (2) days of receiving the subpoena or order and before responding to such subpoena or order.

9. **No Assignment:** (b) (6), (b) (7)(C) warrants that (b) (6), (b) (7)(C) has not assigned, sold, subrogated, transferred or conveyed to anyone any causes of action, claims or demands that she now has or ever had against the Releasees, and (b) (6), (b) (7)(C) hereby agrees to defend entirely at (b) (6), (b) (7)(C) own expense and to fully reimburse and forever hold harmless the Releasees from any and all causes of action, claims or demands that may be brought against any of them by anyone to whom (b) (6), (b) (7)(C) have assigned, sold, subrogated, transferred or conveyed any causes of action, claims or demands, whether they are asserted by third-party complaint, cross-claim or otherwise, or whether they are asserted for indemnity, contribution or otherwise.

10. **Waiver of Term, Provision or Condition:** The waiver by any Party of a violation of any provision of this Agreement by any other Party shall not operate or be interpreted as a waiver of any later violation of that provision or any other provision.

11. **Binding Effect of Agreement:** The rights and obligations of the Parties under this Agreement shall inure to the benefit of and shall be binding upon their heirs, successors, and assigns.

12. **Modifications:** This Agreement may not be altered, amended, modified, or terminated except by a writing executed by the Parties and/or their authorized representatives.

13. **Voluntary Execution:** The Parties acknowledge that they have either been represented by legal counsel of their own choice or had the opportunity to be represented by legal counsel throughout all negotiations which preceded the execution of this Agreement, have signed this Agreement having had the benefit of the advice of such legal counsel or after being given the opportunity to seek advice of legal counsel, and knowingly and voluntarily, of their own free will without any duress, being fully informed and after due thought, accepted the terms of and signed this Agreement of their own free will.

14. **Drafting**: This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party who caused it to be drafted.

15. **Entire Agreement**: The Parties represent and acknowledge that in executing this Agreement, that they do not rely and have not relied upon any representation or statement made by any other Party or the agents, representatives or attorneys of any other Party with regard to the subject matter, basis or effect of this Settlement Agreement or otherwise. The Parties agree that this written Agreement constitutes the entire agreement between them.

16. **Authorization**: All Parties represent and warrant that the individuals executing this Agreement are authorized to do so.

17. **Governing Law**: This Agreement is made and entered into in the State of Florida and shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida and before the federal or state courts located in Florida.

18. **Severability**: To the extent that any provisions of this Release shall be deemed by any court to be unenforceable, such provision shall be deemed modified or omitted to the extent necessary to make the remaining provisions enforceable.

19. **Original Agreement**: This Agreement may be executed by the Parties in separate counterparts, each of which may be deemed to constitute an original.

20. **Breach of Agreement**: In the event it is necessary for any Party to retain the services of an attorney or to initiate legal proceedings to enforce the terms of this Agreement, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties, all costs of such enforcement, including reasonable attorney's fees and including trial and appellate proceedings.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, and intending to be legally bound by the terms of this Agreement,  
the Parties have executed the foregoing SETTLEMENT AGREEMENT AND GENERAL  
RELEASE on the dates set forth below:

(b) (6), (b) (7)(C)

1/16/2019  
Date

Morgan & Morgan <sup>(b) (6), (b) (7)(C)</sup> Santa, PLLC  
(b) (6), (b) (7)(C)

By \_\_\_\_\_

1/18/2019  
Date

Its (b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 10  
233 Peachtree St NE  
Harris Tower Ste 1000  
Atlanta, GA 30303-1504

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (404)331-2896  
Fax: (404)331-2858

January 20, 2019

(b) (6), (b) (7)(C)

Morgan & Morgan Atlanta, PLLC  
P.O. Box 57007  
Atlanta, GA 30343-1007

Re: Morgan & Morgan Atlanta, PLLC  
Case 10-CA-232305

Dear (b) (6), (b) (7)(C):

The Charging Party has asked to withdraw the above charges based upon a private agreement between the parties on matters underlying the charges. I have approved this request, conditioned on the performance of the undertakings in that private agreement.

The charges are subject to reinstatement for further processing if the Charging Party requests reinstatement and supports its request with evidence of non-compliance with the undertakings in the private agreement.

Very truly yours,

A handwritten signature in black ink, reading "John D. Doyle, Jr.", with a stylized flourish at the end.

JOHN D. DOYLE, JR.  
Regional Director

cc:

(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE

Case

04-CA-314795

Date Filed

03/24/23

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Morgan & Morgan Philadelphia, PLLC		b. Tel. No. (215) 446-0003
		c. Cell No.
		f. Fax. No.
d. Address (Street, city, state, and ZIP code) 2005 Market Street, Suite 350  PA Philadelphia 19103	e. Employer Representative (b) (6), (b) (7)(C) [REDACTED]	g. e-mail (b) (6), (b) (7)(C)@forthepeople.com
		h. Number of workers employed 50
i. Type of Establishment (factory, mine, wholesaler, etc.) Legal	j. Identify principal product or service legal services	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 1,3 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

(b) (6), (b) (7)(C) charge (if labor organization, give full name, including local name and number)

4a. Address (Street and number, city, state, and ZIP code)  (b) (6), (b) (7)(C) [REDACTED]	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No.
	4d. Fax No.
	4e. e-mail (b) (6), (b) (7)(C)

## 5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.



(signature of representative or person making charge)

Holly C Frey  
Attorney

(Print/type name and title or office, if any)

3331 Street Road, Two Greenwood Square

Address Bensalem PA 19020

Date 03/24/2023 03:35:28 PM

Tel. No.

(215) 639-0801

Office, if any, Cell No.

Fax No.

(215) 639-4970

e-mail

hfrey@karpf-law.com

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.



## Basis of the Charge

### 8(a)(3)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) /2023

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) 2023

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) /2023

### 8(a)(3)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	termination	(b) (6), (b) (7) /2023

### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	termination	(b) (6), (b) (7) 2023

### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation

(b) (6), (b) (7)(C)	termination	(b) (6), (b) (7) /2023
---------------------	-------------	------------------------

**8(a)(1)**

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prohibit employees from discussing wages, hours, or other terms or conditions of employment.

**8(a)(1)**

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prevent or discourage employees from forming, joining, or supporting a labor organization.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 4  
100 E Penn Square  
Suite 403  
Philadelphia, PA 19107

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (215)597-7601  
Fax: (215)597-7658



Download  
NLRB  
Mobile App

March 27, 2023

(b) (6), (b) (7)(C)

Morgan & Morgan Philadelphia, PLLC  
2005 Market Street, Suite 350  
Philadelphia, PA 19103

Re: Morgan & Morgan Philadelphia, PLLC  
Case 04-CA-314795

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Examiner KATHLEEN O'NEILL whose telephone number is (215)597-7645. If this Board agent is not available, you may contact Supervisory Attorney NOELLE M. REESE whose telephone number is (215)597-0729.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.** Therefore, in addition to investigating the merits of the unfair labor practice allegations, the

Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Correspondence:** All documents submitted to the Region regarding your case MUST be filed through the Agency's website, [www.nlr.gov](http://www.nlr.gov). This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. To ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

**Controlled Unclassified Information (CUI):** This National Labor Relations Board (NLRB) proceeding may contain Controlled Unclassified Information (CUI). Subsequent information in this proceeding may also constitute CUI. National Archives and Records Administration (NARA) regulations at 32 CFR Part 2002 apply to all executive branch agencies that designate or handle information that meets the standards for CUI.

\* \* \*

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, reading "Kimberly E. Andrews". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

KIMBERLY E. ANDREWS  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

## QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER 04-CA-314795
-----------	-----------------------------

## 1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

## 2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )

## 3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
--	--

## 4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

## 5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

## 6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

## 7A. PRINCIPAL LOCATION:

## 7B. BRANCH LOCATIONS:

## 8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

## A. TOTAL:

## B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES \_\_\_\_\_)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

## 10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

## 11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
------	-------	----------------	-------------

## 12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
--------------------------------	-----------	----------------	------

## PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**MORGAN & MORGAN PHILADELPHIA, PLLC**

Charged Party

and

**(b) (6), (b) (7)(C)**

Charging Party

**Case 04-CA-314795**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 27, 2023, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

**(b) (6), (b) (7)(C)**

Morgan & Morgan Philadelphia, PLLC  
2005 Market Street, Suite 350  
Philadelphia, PA 19103

March 27, 2023

Date

Shanda Washington,  
Designated Agent of NLRB

Name

/s/ Shanda Washington

Signature





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 4  
100 E Penn Square  
Suite 403  
Philadelphia, PA 19107

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (215)597-7601  
Fax: (215)597-7658



Download  
NLRB  
Mobile App

March 27, 2023

(b) (6), (b) (7)(C)

Re: Morgan & Morgan Philadelphia, PLLC  
Case 04-CA-314795

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on March 24, 2023, has been docketed as case number 04-CA-314795. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Examiner KATHLEEN O'NEILL whose telephone number is (215)597-7645. If this Board agent is not available, you may contact Supervisory Attorney NOELLE M. REESE whose telephone number is (215)597-0729.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section**



**10(j) of the Act may be appropriate.** Therefore, in addition to investigating the merits of the unfair labor practice allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Correspondence:** All documents submitted to the Region regarding your case MUST be filed through the Agency's website, [www.nlrb.gov](http://www.nlrb.gov). This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. To ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

**Controlled Unclassified Information (CUI):** This National Labor Relations Board (NLRB) proceeding may contain Controlled Unclassified Information (CUI). Subsequent information in this proceeding may also constitute CUI. National Archives and Records

March 27, 2023

Administration (NARA) regulations at 32 CFR Part 2002 apply to all executive branch agencies that designate or handle information that meets the standards for CUI.

\* \* \*

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Kimberly E. Andrews". The signature is written in a cursive, flowing style.

KIMBERLY E. ANDREWS  
Regional Director

Enclosure

1. Important Information About NLRB Investigations for Immigrant Workers (English & Spanish)

cc: Holly C Frey, Esquire  
Karpf, Karpf, & Cerutti, P.C.  
3331 Street Road,  
Two Greenwood Square  
Bensalem, PA 19020



## Important Information About NLRB Investigations for Immigrant Workers



**The National Labor Relations Act (NLRA) protects most private-sector employees, regardless of their immigration status. The NLRA gives employees the right to:**

- Form, join, or assist a union to negotiate concerning wages and other working conditions.
- Discuss wages and other working conditions with coworkers, a union, a worker center, a government agency, the media, or the public.
- Take collective action with coworkers to try to improve wages and other working conditions.
- Choose not to take part in any of these actions.

**Below is important information for you to know about our confidential investigation process:**

- Because immigration status is not relevant as to whether there has been a violation of the NLRA:
  - We will **NOT** ask you about your immigration status.
  - You **DO NOT** need to share any information with us about your immigration status.
  - You **DO NOT** need to share information about the status of your current/former coworkers.
- We only enforce the NLRA and have **NO** involvement with the enforcement of immigration laws.
- We will **NOT** share any information about you with the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), or any other immigration authorities, unless you request that we share your information to assist you with seeking immigration relief, as described in the last bulleted point of this document.
- If you have concerns about appearing at our offices for any reason, please speak with the Board Agent assigned to the case about other methods of participating in the investigation, including taking your affidavit outside of our office or by video.
- Our investigations are confidential, which means that we will **NOT** disclose your affidavit to an employer, unless you testify at a trial, or we seek a federal court injunction.
- If you are not comfortable communicating with us in English, we will make an interpreter available to provide assistance and information in your preferred language.
- If you are aware that an employer or union has engaged in any of the following conduct, please tell the Board Agent about it because it may violate the law:

- Threatening to call DHS or ICE or making other similar threats because you or other employees have engaged in union activity or other collective action to improve working conditions.
  - Asking employees to provide new or updated immigration documents/papers or reverifying employees' work authorization without a valid, non-discriminatory reason, which could violate the NLRA or other laws.
- If, at the end of the investigation, we determine there is merit to the charge (the employer or union has violated the law) and we have to litigate the case before an Administrative Law Judge, we will make every effort to prevent the employer or union from asking you about your immigration status.
- If you have filed a charge or are a witness and you or your representative tells us that there is NLRA protected activity at a worksite and immigration relief is necessary to protect employees who are exercising those rights or participating in the NLRB process, the NLRB will consider seeking immigration relief for employees at that worksite including deferred action, parole, U or T visa status, or other relief as available and appropriate. The NLRB cannot provide immigration advice. If you need immigration counsel, a list of providers of free legal services is available here:  
<https://www.justice.gov/eoir/list-pro-bono-legal-service-providers>.

**For more information on the NLRB, please visit our website, [www.nlrb.gov](http://www.nlrb.gov).**



## Información Importante Acerca de las Investigaciones de la NLRB para los Trabajadores Inmigrantes



**La Ley Nacional de Relaciones del Trabajo (NLRA por sus siglas en inglés) protege a la mayoría de los empleados del sector privado, independientemente de su estatus migratorio.**

**La NLRA les da a los empleados el derecho a:**

- Formar, afiliarse o ayudar a una unión para negociar sobre los salarios y otras condiciones de trabajo.
- Discutir los salarios y otras condiciones de trabajo con los compañeros de trabajo, una unión, un centro de trabajadores, una agencia gubernamental, los medios de comunicación o el público.
- Tomar acciones colectivas con los compañeros de trabajo para tratar de mejorar los salarios y otras condiciones de trabajo.
- Optar por no participar en ninguna de estas acciones.

**A continuación, le presentamos información importante que debe conocer acerca de nuestro proceso de investigación confidencial:**

- Porque el estatus migratorio no es pertinente si ha habido una violación de la NLRA:
  - Nosotros **NO** le preguntaremos sobre su estatus migratorio.
  - Usted **NO NECESITA** compartir ninguna información con nosotros acerca de su estatus migratorio.
  - Usted **NO NECESITA** compartir ninguna información sobre el estatus [migratorio] de sus actuales/antiguos compañeros de trabajo.
- Sólo hacemos cumplir la NLRA y **NO** estamos involucrados en el cumplimiento de las leyes de inmigración.
- **NO** compartimos ninguna información sobre usted con el Departamento de Seguridad Nacional (DHS por sus siglas en inglés), incluyendo el Servicio de Inmigración y Control de Aduanas (ICE por sus siglas en inglés) o cualquier otra autoridad de inmigración, a menos que usted solicite que compartamos su información para ayudarlo a buscar alivio migratorio, como se describe en el último punto de este documento.
- Si tiene preocupaciones acerca de presentarse en nuestras oficinas por cualquier razón, por favor hable con el agente de la Junta asignado al caso sobre otras maneras de participar en la investigación, incluyendo tomar su declaración jurada fuera de nuestra oficina o por video.
- Nuestras investigaciones son confidenciales, lo que significa que **NO** divulgaremos su declaración jurada a un empleador, a menos que usted testifique en un juicio, o que busquemos un mandato judicial federal.
- Si no está cómodo/a comunicándose con nosotros en inglés, tendremos un intérprete disponible para proporcionarle asistencia e información en su idioma predilecto.

- Si usted sabe que un empleador o unión ha incurrido en alguna de las siguientes conductas, por favor infórmele al agente de la Junta ya que puede violar la ley:
  - Amenazar con llamar al DHS o al ICE o hacer otras amenazas similares porque usted u otros empleados han participado en actividades sindicales u otras acciones colectivas para mejorar las condiciones de trabajo.
  - Pedir a los empleados que proporcionen documentos/papeles de inmigración nuevos o actualizados o volver a verificar la autorización de trabajo de los empleados sin una razón válida y no discriminatoria, que podría violar la NLRA u otras leyes.
- Si, al final de la investigación, determinamos que el cargo tiene mérito (el empleador o la unión han violado la ley) y tenemos que litigar el caso frente a un Juez de Ley Administrativa, haremos todo lo posible para evitar que el empleador o la unión le pregunten sobre su estatus migratorio.
- Si usted ha presentado un cargo o es un testigo y usted o su representante nos dice que se hay una actividad protegida por la NLRA en un lugar de trabajo y que es necesario un alivio migratorio para proteger a los empleados que están ejerciendo esos derechos o participando en el proceso de la Junta Nacional de Relaciones del Trabajo (NLRB por sus siglas en ingles), la NLRB considerará la posibilidad de buscar un alivio migratorio para los empleados en ese lugar de trabajo, incluyendo la acción diferida, la libertad condicional, visas U o T u otro alivio en la medida en que esté disponible y sea apropiado. La NLRB no puede proporcionar asesoramiento de inmigración. Si necesita asesoramiento de inmigración, una lista de proveedores de servicios legales sin costo se encuentra disponible aquí (en inglés): <https://www.justice.gov/eoir/list-pro-bono-legal-service-providers>.

**Para más información acerca de la NLRB, por favor visite nuestra página web, [www.nlrb.gov](http://www.nlrb.gov).**

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C)

and  
Morgan & Morgan Philadelphia Management, Inc.

CASE 04-CA-314795

☐ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_

Morgan & Morgan Philadelphia Management, Inc.

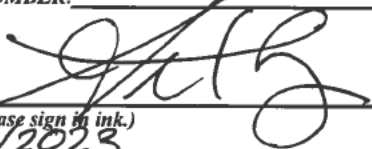
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Angeli Murthy  
MAILING ADDRESS: 8151 Peters Rd., Suite 4000, Plantation FL 33324  
E-MAIL ADDRESS: amurthy@forthepeople.com  
OFFICE TELEPHONE NUMBER: 954-327-5369  
CELL PHONE NUMBER: 202-299-6174 FAX: 954-327-3016  
SIGNATURE:   
DATE: 5/2/2023 (Please sign in ink.)

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.